

2013 - 0006

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ACQUISITION AGREEMENT
(USA-AFGHANISTAN-02)

BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA,

AND

THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF AFGHANISTAN

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ACQUISITION AGREEMENT BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
THE ISLAMIC REPUBLIC OF AFGHANISTAN

The Government of the United States of America, represented by the United States (U.S.) Department of Defense (hereinafter, "DoD"), and the Government of the Islamic Republic of Afghanistan (GIRoA), represented by the Afghan Ministry of Interior (hereinafter, "MoI"), hereinafter referred to collectively as "the Parties" and singularly as "Party,"

Have agreed as follows:

ARTICLE I. PURPOSE

This Agreement, including Annexes A through D, is entered into for the purpose of establishing the basic terms, conditions, and procedures to facilitate the provision of logistic support, supplies, and services (hereinafter, "LSSS") to U.S. forces personnel and DoD civilian employees (hereinafter, referred to collectively as "DoD personnel") and, as appropriate, DoD contractor personnel deployed to Afghanistan in support of International Security Assistance Force (ISAF) missions, Operation ENDURING FREEDOM (OEF), and other activities.

ARTICLE II. SUPPORT PROVISIONS

The following LSSS shall be provided to DoD by the MoI upon request:

- a. Perimeter security (as defined in Annex D); and
- b. Mobile security for DoD personnel and, as appropriate, DoD contractor personnel.

ARTICLE III. TERMS AND CONDITIONS

1. To carry out its obligations under this Agreement, the MoI expects to provide those services listed in Article II of this Agreement through the Afghanistan Public Protection Force (APPF).
2. Orders. Orders for LSSS, as described above, shall be submitted in writing by the DoD representative to the MoI representative. The DoD representative shall be appointed in

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writing by the Deputy Commanding General For Support, United States Forces-Afghanistan (USFOR-A). The MoI representative shall be appointed in writing by the Deputy Minister of Interior for the APPF. Orders may be submitted and agreed to only by the Parties' representatives. Orders shall be submitted electronically when official electronic systems are fully functional. Until this system is in place, Orders may be submitted in hardcopy by personal delivery or by mail with a signed receipt required. Orders may be submitted in both English and in Dari; the English version shall be the authentic version for purposes of this Agreement. Annex A of this Agreement shall be used as the base template for Orders under this Agreement. Although the template may be modified to include additional terms or details, Orders shall, at a minimum, include all the data in Annex A to this Agreement. The number of this Agreement, USA-Afghanistan-02, shall be annotated on all Orders and related correspondence. Furthermore, the following terms govern the submission and filling of Orders under this Agreement:

a. Order Information.

i. DoD shall ensure that all Orders submitted to the APPF include the local DoD commander's name; the local DoD commander's point of contact (DoD POC); the nature of LSSS to be provided; the location where LSSS will be provided; the number of APPF guards required, including specifically the number of mobile security guards, if required; the start and end dates for services; weapons, ammunition, and uniform requirements; and any special requirements of the local DoD commander.

ii. APPF supervisory personnel are not included in the number of APPF guards requested by DoD in the Order. The Parties shall discuss and agree, in advance of the start date for services, on the required number of APPF officers, APPF non-commissioned officers, APPF guard managers, APPF guard supervisors, and any additional special requirements not expressly included in the Order. The agreed number of each type of APPF supervisory personnel and any additional special requirements shall be written into each Order.

iii. The MoI shall designate the APPF Officer-in-Charge for each Order and shall submit the name of the individual to the DoD representative before the start date for services.

iv. Pricing of each individual Order shall be in accordance with paragraph 4. of this Article. All Orders shall be reimbursed at a fixed rate expressed as a unit price to be applied to the number and type of APPF personnel provided in each labor category, and shall also include any additional one-time or monthly costs for items ordered by DoD, as set forth in Annex B, and added to the price of the Order. Any cost for special requirements (for example, transportation of temporary structures to remote areas) ordered by DoD and not listed in the Price Schedule (Annex B) shall be reasonable, agreed to in advance by the Parties' representatives, and written into the Order and added to the price of an Order.

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b. Timelines.

i. DoD shall submit each Order at least 60 calendar days prior to the start date for services. Orders shall be considered submitted upon receipt of the Order by the MoI representative. The MoI shall be prepared to fill Orders completely within 60 calendar days from submission of the Order or upon the start date for services, whichever is later.

ii. Within 30 calendar days from the date an Order is submitted, the DoD and MoI representatives shall come to an agreement on the requirements for APPF supervisory personnel and additional special requirements, as stated in subparagraph 2.a.ii. of this Article.

c. DoD shall be exempt from APPF site security survey requirements. Site surveys of those facilities where services are to be provided under this Agreement shall be performed by DoD. DoD shall consult, as necessary, with the APPF for any perimeter security requirements outside of the site where services are to be provided by the APPF.

d. In consultation with the APPF, DoD shall retain the right to determine proper armament and equipment.

e. Following the start date for services under an Order (after work commences), the Order may be adjusted by the DoD representative, provided such adjustments are received in writing by the MoI representative at least 30 calendar days prior to the requested start date for the adjustment of services.

f. If the MoI is unable to fill completely, any part of an Order, the MoI representative shall immediately notify the DoD representative.

3. **Source.** LSSS shall be provided by the MoI in the form of trained (as defined in paragraph 7. of this Article) and equipped (as defined in paragraph 8. of this Article) APPF guards and APPF supervisory personnel. Afghan National Police (ANP), Afghan National Army (ANA), or National Directorate of Security (NDS) personnel, whether on active or reserve duty, shall not be used to fill an Order under this Agreement, with the exception that ANP personnel may be detailed to the APPF to perform APPF supervisory functions. Personnel who were honorably discharged from a component of the ANP, ANA, or NDS may be used as an APPF guard or APPF supervisory personnel to fill an Order under this Agreement.

4. **Pricing.**

a. The acquisition of articles and services by the United States under this Agreement shall be in accordance with the *Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan in connection with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance,*

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Military Training and Exercises, and Other Activities (2003) between the Parties (hereinafter, "2003 Agreement") or successor agreement(s).

b. DoD shall pay for equipment and services that DoD orders at prices specified in Annex B. If the MoI gives any discount to any governmental entity including GIRoA or any other foreign government, then DoD shall receive the same discount. In any event, DoD shall not pay a higher price than any other governmental entity.

c. If conditions justify a price adjustment due to an increase or decrease in the costs of materials or labor, then the Parties agree to renegotiate Annex B to this Agreement. Renegotiations regarding a potential price increase shall be limited to no more than once per year.

d. The MoI shall only charge for equipment and services, as listed in the Price Schedule (Annex B), that have not been previously donated or funded by the United States. If the United States has already funded or donated specific training, equipment, or other items contained in the Price Schedule (Annex B), MoI shall not charge that amount in the form of equipment or other items.

5. Payment Procedures. The following payment procedures shall apply to all Orders placed and invoices presented under this Agreement:

a. The Parties' representatives shall be responsible for verification of work performed under Orders, and for processing timesheets and invoices for payment of LSSS provided under Orders.

b. The MoI representative shall submit written invoices for LSSS provided under Orders to the DoD representative not more than 15 calendar days after performance begins for a particular Order, and every 15 calendar days thereafter until the Order is terminated, and shall submit a final invoice not more than 30 calendar days following the date of termination. Invoices shall provide specific line item costs for each individual service requested under a particular Order. Invoices shall be accompanied by supporting documentation necessary to authenticate any costs for special requirements (for example, transportation of temporary structures to remote sites) not listed in the Price Schedule (Annex B). In addition, upon DoD request, the MoI shall provide supporting documentation for any invoice line item.

c. DoD shall endeavor to pay within 15 calendar days, but, in any event, shall pay no later than 30 calendar days after the date a proper invoice is received. Where payment is not possible in 30 calendar days (such as when supporting documentation must be translated), the DoD representative shall inform the MoI representative of the reason for the delay and take joint action to resolve the situation. Payment shall be made by electronic funds transfer to the bank account designated in writing by the Deputy Minister of Interior for the APPF and placed on file with the DoD representative. DoD shall make payment after LSSS services are performed, and required supporting documentation has

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been received and verified by the DoD representative. Payments shall be made in the currency of the United States (U.S. Dollars).

d. All Orders and invoices shall be provided in both Dari and English.

e. To ensure transparency and accountability, upon request by the DoD representative, in consultation with the MoI, the MoI shall allow a reputable auditing team selected by DoD to conduct an audit of all financial records related to Orders placed and invoices submitted under this Agreement. DoD shall bear the expense of the audit. DoD shall not request such an audit more frequently than once annually, unless there is reason to suspect a loss of accountability of funds or as otherwise agreed by the Parties. DoD shall have as much time as it deems necessary to conduct the annual audit.

6. Personnel.

a. The MoI shall provide the number of APPF guards requested by the DoD representative for each particular Order. The total number of APPF officers, APPF non-commissioned officers, APPF guard managers, and APPF guard supervisors shall be agreed upon by the Parties' representatives in advance of the start date for services for each particular Order. These requirements shall be clearly stated in each Order. DoD shall, as necessary, provide its own interpreters to enable communication between APPF personnel and DoD personnel.

b. The MoI shall assign an APPF Officer-in-Charge to serve as the APPF liaison to the local DoD commander and the DoD POC. The APPF Officer-in-Charge shall be clearly identified in each Order.

c. The local DoD commander shall designate a DoD POC to serve as a liaison with the APPF personnel filling the local DoD commander's Order. The DoD POC shall be responsible for ensuring that the APPF personnel provided under the Order communicate and coordinate through the DoD POC with the local DoD commander's force protection personnel. The DoD POC shall be clearly identified in each Order.

d. The local DoD commander, who should consult with the APPF Officer-in-Charge, shall retain and exercise authority to resolve any force protection-related disagreements between APPF personnel and the local DoD commander's force protection personnel. Any criminal allegations against APPF personnel filling an Order under this agreement shall be handled in accordance with paragraph 12. of this Article, titled Incident Reporting, Review, and Investigation.

e. The APPF Officer-In-Charge, and all other APPF personnel, assigned under a particular Order, shall follow the force protection standards and security tactics, techniques and procedures established by the local DoD commander, the DoD POC, and other officers or non-commissioned officers the local DoD commander may designate for the protection of any site, facility or other security service covered by this Agreement.

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Force protection standards shall be consistent with the Rules for the Use of Force specified in Annex C.

f. APPF personnel filling an Order under this Agreement shall maintain a professional demeanor at all times, and act in strict accordance with the APPF Code of Conduct.

7. Training and Screening. The MoI shall ensure that all APPF personnel provided to fill Orders under this Agreement have completed the training, screening, and other requirements identified in subparagraphs a. through d. of this paragraph. In advance of the start date for services for each Order, the MoI representative shall provide written documentation to the DoD representative that these requirements have been met for each individual APPF personnel provided to fill an Order under this Agreement.

a. Basic training in accordance with the official MoI APPF standards or equivalent training, as agreed in writing by the Parties' representatives, shall be required for all APPF guards and APPF supervisory personnel used to fill Orders under this Agreement. During the transition period from private security companies to the APPF, APPF guards who will serve under an Order placed pursuant to this Agreement, at the same location where such guards served as private security company employees, may be deemed by agreement of the Parties' representatives to have equivalent training. Training shall be tailored to the skills required, differentiating between the skills required to perform static security and the skills required to perform mobile security.

b. Annual weapons qualifications in accordance with MoI APPF qualification standards shall be required for all APPF guards and APPF supervisory personnel used to fill Orders under this Agreement.

c. Annual training on the Rules for the Use of Force set forth in Annex C to this Agreement shall be required for all APPF guards and APPF supervisory personnel used to fill Orders under this Agreement.

d. The MoI shall ensure that all APPF personnel are fully vetted before and during their service with DoD under this Agreement. Completed background checks, including but not limited to full biometric enrollment and verification in the MoI's Automated Biometric Identification System (ABIS) and documentation of no criminal history or history of supporting violence against the United States or Afghanistan, shall be required for all APPF personnel used to fill Orders under this Agreement.

e. The MoI agrees that DoD may conduct its own screening of APPF personnel prior to allowing access to DoD facilities. The MoI agrees that DoD may independently complete and verify full biometric enrollment and screening of all APPF personnel used to fill Orders in the U.S. ABIS system, upon request by DoD, to ensure APPF personnel, at a minimum, meet the same or equivalent screening standards as DoD personnel and DoD contractor personnel. These actions may occur before allowing APPF personnel access to those facilities where services are to be provided under this Agreement or allowing such persons

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to provide mobile security for DoD personnel or DoD contractor personnel. The MoI agrees that DoD may independently complete drug testing and drug screening of all APPF personnel used to fill Orders, upon request by DoD, to ensure APPF personnel, at a minimum, meet the same or equivalent drug testing standards as DoD personnel and DoD contractor personnel. These actions may occur before allowing APPF personnel access to those facilities where services are to be provided under this Agreement or allowing such persons to provide mobile security for DoD personnel or DoD contractor personnel.

f. The MoI shall not charge DoD for the services of any APPF personnel who are denied access based on either the MoI or DoD screening including biometric, criminal history, or drug screening results. (See paragraph 11. of this Article for replacement of APPF personnel denied access).

8. Equipment. The MoI shall provide all equipment as agreed upon in the Order. The MoI shall furnish the following equipment to APPF guards and APPF supervisory personnel used to fill each Order under this Agreement, unless otherwise agreed to by the Parties: uniforms, weapons, ammunition, radios and any other equipment agreed to by the Parties' representatives.

a. The MoI shall provide and maintain all equipment in good working condition.

b. The MoI shall provide radios that are compatible with the U.S. radio systems used by DoD personnel.

c. The standard weapon furnished by the MoI to APPF guards and APPF supervisory personnel shall be the AK-47 7.62mm rifle. The MoI may be required to supply larger caliber weapons if agreed to by both Parties' representatives and reflected in writing in the Order.

d. APPF guards and APPF supervisory personnel shall carry and display at all duty times an MoI-issued identification card, which authorizes them to be armed, specifies the weapons authorized to be carried, and states the type of security (perimeter security or mobile security) authorized to be performed.

e. For all equipment to be used by APPF personnel to fill a particular Order, the MoI representative shall provide the identifying details (weapon serial numbers, vehicle make and model, vehicle identification information, and license plate numbers) to the DoD representative.

f. The MoI shall be responsible to ensure that all APPF personnel filling Orders under this Agreement are provided with required personal sustenance such as food and water, the cost of which shall be paid by the APPF. In the event the MoI does not provide the required personal sustenance, DoD may terminate the Order.

9. Temporary Structures. The MoI shall have the right to erect temporary structures for use during the term of an Order on the site of service, including, but not limited to, offices,

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barracks, latrines, showers, an armory, and a mosque upon receipt of written agreement by the local DoD commander prior to erecting any such structures.

a. The MoI, in consultation with the local DoD commander or DoD POC, shall also ensure that any such structures it erects meet the standards of Afghanistan and U.S. fire, safety, and health regulations. The MoI's cost for delivering (except for special requirements), erecting, maintaining and removing such structures shall be included in the cost of the structure as listed in the Price Schedule (Annex B) to be paid by DoD as agreed upon in the Order.

b. Such structures shall not interfere with the operations at or the security of the site of service. The local DoD commander shall determine, in consultation with the APPF Officer-in-Charge, the placement, location, and type of structures ordered prior to the erection of the structure(s) to ensure there is no interference with the operation or security of the proposed site of service.

10. Command and Control Center. The APPF shall maintain a centralized Operations Center 24 hours-a-day, 7 days-a-week, including Afghanistan national or religious holidays, manned by qualified personnel, at least one of whom shall be sufficiently fluent in the English language to communicate easily and fully, both orally and in writing, to both English-only and Dari-only speakers. APPF guards or APPF supervisory personnel on duty or local DoD commanders shall be able to contact the Operations Center for additional or back-up support and to resolve urgent customer service issues. The APPF shall provide the telephone number and other contact information for the Operations Center to the DoD representative prior to the start of the first Order placed under this Agreement and to the local DoD commander for each respective Order. Routine customer service issues shall be handled through the APPF Customer Service Office during normal business hours. Complete contact information for the APPF Customer Service Office will be provided by the MoI to the DoD representative and to the local DoD commander prior to the start date for services under an Order.

11. Access to and Arming on Facilities where Services are to be Provided. DoD may, at its discretion, determine access to, or arming requirements on, those facilities over which DoD maintains exclusive access to and use. Additionally, DoD retains discretion to deny individual APPF personnel access to facilities, parts of facilities, or the perimeter of facilities over which DoD exercises control. Upon violation of the APPF Code of Conduct or upon denial of access to such person, the MoI shall replace the person within 15 calendar days of the initial DoD request, or denial of access, or sooner if emergent circumstances dictate.

12. Incident Reporting, Review, and Investigation.

a. Incidents, such as those listed below, shall be reported immediately to both the local DoD commander and the APPF Officer-in-Charge by any MoI employee or DoD personnel or DoD contractor personnel aware of such incident. Reportable incidents include but are not limited to:

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- i. The discharge of a weapon or employment of a less-lethal weapon or non-lethal system by APPF personnel while performing services pursuant to an Order under this Agreement;
 - ii. The death of or injury to APPF personnel while performing services pursuant to an Order under this Agreement;
 - iii. The death of or injury to any other person as a result of conduct by APPF personnel while performing services pursuant to an Order under this Agreement;
 - iv. Damage to or destruction of property belonging to DoD, the APPF, the MoI, or any third party as a result of conduct of APPF personnel while performing services pursuant to an Order under this Agreement; or
 - v. An attack on APPF personnel, while such persons are performing services pursuant to an Order under this Agreement, or an attack on persons being protected by the APPF, including if a weapon is fired at any of the aforementioned persons.
- b. The local DoD commander may investigate the incident in coordination with the APPF Officer-in-Charge. The APPF Officer-in-Charge shall ensure that all APPF personnel cooperate with the investigation.
 - c. Allegations of criminal activity by APPF personnel shall be reported immediately to appropriate authorities, including the local DoD commander and Afghan authorities.

13. Failure or Inability to Perform. Perimeter security at facilities and mobile security for DoD personnel and DoD contractor personnel are critical needs for DoD. The MoI is expected to ensure the performance of all its obligations under this Agreement in accordance with the timelines prescribed. In the event that the APPF cannot meet critical requirements for LSSS in the required timelines, as set forth in this Agreement, DoD may use an alternative to the APPF for the acquisition of these necessary services consistent with the following:

- a. In the event the MoI cannot provide Command and Control Center support (as defined in paragraph 10. in this Article), provide APPF guards or APPF supervisory personnel that are trained (as defined in paragraph 7. of this Article) and equipped (as defined in paragraph 8. of this Article), maintain the number of APPF personnel necessary to meet its obligations under this Agreement, or reach an agreement on requirements subject to joint agreement, DoD shall have the right to contract for this service from sources outside the APPF.
- b. Should the APPF not pay APPF personnel used to fill Orders under this Agreement their salaries due on the regular, scheduled pay date, the DoD representative shall notify the MoI representative of the failure to pay. The MoI shall endeavor to provide proof of payment to the DoD representative or remedy the underpayment by paying the

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salaries within 15 calendar days, but not later than 30 calendar days, after notification provided by the DoD representative. DoD shall have the right to terminate the Order if APPF personnel have not been paid within 45 calendar days of their scheduled pay date. DoD shall also have the right to seek remedies described above.

14. **Claims & Liability.** Any claims arising pursuant to implementation of this Agreement shall be addressed in accordance with the 2003 Agreement, or successor agreement(s).

15. **Dispute Resolution.** Any disputes regarding the interpretation or implementation of this Agreement shall be resolved at the lowest possible level through consultation between the Parties' representatives and shall not be referred to any national or international court, tribunal or other similar body, or any third party for settlement. The following dispute resolution procedures shall apply to all disputes regarding the interpretation or implementation of this Agreement:

a. The Parties' representatives shall attempt to resolve disputes at the lowest level. The local DoD commander or the DoD POC shall attempt to resolve disputes with the on-site APPF Officer-in-Charge.

b. Disputes that cannot be resolved at the level of the local DoD commander and the APPF Officer-in-Charge shall be referred to the Parties' representatives for resolution. If the dispute cannot be resolved by the Parties' representatives, it shall be referred to DoD and MoI senior leadership. If the dispute remains unresolved, it shall be referred to diplomatic channels.

c. During implementation of these dispute resolution procedures, DoD reserves the right to suspend payments to, and services provided by, the MoI, and take all necessary measures to protect DoD personnel and DoD contractor personnel, including through the remedies specified in paragraph 13. of this Article.

d. If DoD is not satisfied for any reason with the services provided under a specific Order, and is unable to resolve the issue through dispute resolution procedures, DoD may, through the DoD representative, terminate the relevant Order immediately upon providing written notice of termination to the MoI representative.

e. Should an Order be terminated by DoD or the MoI, fees for the LSSS provided shall be pro-rated to the agreed-upon termination date. Both Parties shall establish proper payment mechanisms for the payment or refunding of monies owed.

16. This Agreement does not obligate DoD to use APPF personnel for perimeter security or for mobile security needs.

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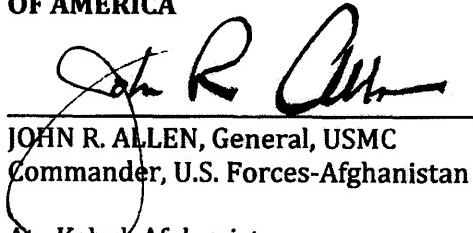
ARTICLE IV. AMENDMENTS, IMPLEMENTING ARRANGEMENTS, ENTRY INTO FORCE,
AND TERMINATION

1. This Agreement, and any Annex appended to this Agreement except Annex C, may be amended only by written agreement of the Parties, or by the DoD and the MoI. Annex C may be amended at any time by DoD. Any Annex appended to this Agreement shall form an integral part thereof.
2. The Parties, or DoD and MoI, may enter into Implementing Arrangements to carry out the provisions of this Agreement.
3. This Agreement shall enter into force on the date of the last signature and shall remain in force unless terminated by either Party upon 90 calendar days written notice of termination to the other Party.
4. The respective rights and responsibilities of the Parties shall continue notwithstanding termination of or, withdrawal from, this Agreement until such time as all reimbursement obligations incurred pursuant to its terms are satisfied.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE, in duplicate, in the English and Dari languages, both texts being equally authentic.

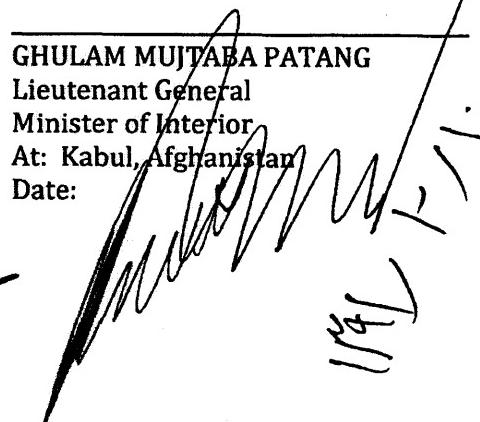
FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA


JOHN R. ALLEN, General, USMC
Commander, U.S. Forces-Afghanistan

At: Kabul, Afghanistan

Date: 30 Dec 2012

FOR THE GOVERNMENT
OF THE ISLAMIC REPUBLIC
OF AFGHANISTAN


GHULAM MUJTABA PATANG
Lieutenant General
Minister of Interior
At: Kabul, Afghanistan

Date:

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ANNEX A

Order: USA-Afghanistan-02

Date: _____

Local DoD Commander

Local DoD Commander's Point of Contact (DoD POC)

Starting date of LSSS under this Order: _____

Ending date of LSSS under this Order: _____

Nature of logistic support, supplies, and services (LSSS)

Perimeter Security Mobile Security

Location(s) where LSSS will be provided under this Order:

RC-N RC-E RC-S RC-SW RC-W RC-C

FOB / Site

Province

Risk Level for Assessing Hazardous Duty Pay:

Low Risk Medium Risk High Risk

Number of Afghan Public Protection Force (APPF) Guards Required _____¹
Number of APPF Guard Supervisors Required _____
Number of APPF Guard Managers Required _____
Number of APPF Non-Commissioned Officers Required _____
Number of APPF Officers Required _____
Number of Mobile Security Guards Required _____

¹ Documentation required by paragraphs 7. and 8. of Article III shall be provided by the MoI Representative either at such time as the Order is returned to the DoD Representative, or no later than 30 calendar days prior to the delivery date.

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Number of Weapon(s) and Equipment Required: AK47

9MM

PKM

DShK

Number of Loads: AK-47 7.62 (90-Round Loads)

Number of Loads: PKM 7.62 (400-Round Loads)

Number of Loads: 9mm (30-Round Loads)

Number of Loads: DShK (50-round Loads)

Cell Phone (one per Site Commander)

Cell Phone Credit Card (one per cell phone)

Uniforms Sets (one per employee)

Radios/Walkie Talkies

Codan Radio

Hand Cuffs

Utensils

Propane Gas Tank (Gas Balloon)

Mobile Clinic

Generator

Installation of Generator

Accommodation (20-foot Connex)

Accommodation (40-foot Connex)

Guard Room

Guard Tower

Check Point Room

Office (4*4)

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Stationary Materials	<input type="checkbox"/>
Computer PC	<input type="checkbox"/>
Printer	<input type="checkbox"/>
Kitchen (4*4)	<input type="checkbox"/>
Mobile Toilet (Connex)	<input type="checkbox"/>
Toilet	<input type="checkbox"/>
Bedding	<input type="checkbox"/>
Flash Light	<input type="checkbox"/>
Heating (Gas)	<input type="checkbox"/>
Cooking (Gas Kilo)	<input type="checkbox"/>
Generator Fuel	<input type="checkbox"/>
Generator Repair & Maintenance	<input type="checkbox"/>

APPF Officer-in-Charge: _____

Special Requirements for this Order:

--

DoD Representative: _____
(Signature/Date)

APPF Representative: _____
(Signature/Date)

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Annex B
APPF PRICE SCHEDULE

Monthly Price per APPF Personnel ¹	
Rank	Monthly USD
Col	\$930.00
LT COL	\$862.00
Major	\$794.00
CPT	\$726.00
1 st LT	\$658.00
2 nd LT	\$631.00
1 st NCO	\$603.00
2 nd NCO	\$576.00
3 rd NCO	\$542.00
Guard	\$471.00
Military Base Hazardous Duty Pay	
Monthly USD	
All Officers, NCOs and Guards	\$120.00
Regional Hazardous Duty Pay (In addition to above Hazardous Pay)	
Monthly USD	
Hazardous Duty Low Risk	\$60.00
Hazardous Duty Med Risk	\$90.00
Hazardous Duty High Risk	\$120.00
Hazardous Duty Mobile Guards	\$120.00
Cell Phone Top Up Card	
Monthly USD	
Cell Phone Credit Card	\$84.00
One-Time (Per Year) Prices ²	
One-Time Costs USD	
Uniform and Personal Gear (for each APPF Personnel used to fill an Order)	\$600.00
Cell Phone	\$36.00

¹ Price shall be based on the amount and type of APPF personnel written into the Order and the Mol-submitted invoice, which shall include the rank of the APPF personnel used to fill an Order. APPF personnel price includes salary, all benefits (including insurance and pension), personal sustenance (to include food stipend), training, bank charges and APPF administrative costs. DoD payments are based on prices listed in Afghan currency and will be paid in Afghani.

² The price paid for "uniform and personal gear" shall be no greater than the price amount multiplied by the number of APPF personnel requested in the Order. If APPF personnel are rotated during the filling of the Order, the Mol shall be responsible for any additional "uniform or personal gear" costs for that the newly added APPF personnel. For an Order whose period of performance is to last less than 3 months, the above price for "uniform and personal gear"/"cell phone" shall be pro-rated.

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Price for Weapons and Ammunition ³			
Description	Monthly Cost USD	Cost Per Load USD	Notes
PKM	\$55.00		Remain property of GIROA
AK47	\$30.00		Remain property of GIROA
9MM	\$20.00		Remain property of GIROA
DShK	\$110.00		Remain property of GIROA
PKM 400-Round Load		\$240.00	One time charge up front per load
AK47 90-Round Load		\$75.60	One time charge up front per load
9MM 30-Round Load		\$18.00	One time charge up front per load
DShK 100-Round Load		\$300.00	One time charge up front per load

³ Price shall be based on the number and types of weapons and ammunition written into the Order. Monthly cost for weapons includes maintenance of those weapons. MoI shall not re-charge for ammunition upon renewal of Orders. DoD will pay to replace any ammunition fired except ammunition fired for training or for qualification purposes.

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APPF PRICE SCHEDULE (OPTIONAL ITEMS)⁴

Optional Items with Monthly Costs	
Description	Monthly USD
VHF Handheld Radio/Walkie Talkie	\$25.00
Codon Radio HF Base Station	\$1,000.00
Heating (Gas)	\$54.90
Cooking (Gas Kilo)	\$73.20
Generator Fuel (per generator)	\$1,830.00
Generator Repair & Maintenance	\$274.50
Optional Items with One-Time Costs	
Description	One-Time Cost USD
Hand Cuffs	\$24.00
Utensils	\$30.00
Propane Gas Tank (Gas Balloon)	\$36.00
Mobile Clinic	\$20,000.00
Generator	\$9,000.00
Installation of Generator	\$1,200.00
Accommodation (20-foot Connex)	\$7,200.00
Accommodation (40-foot Connex)	\$10,800.00
Guard Room	\$16,560.00
Guard Tower	\$12,600.00
Check Point Room	\$3,840.00
Office (4*4)	\$9,720.00
Kitchen (4*4)	\$9,720.00
Mobile Toilet (Connex)	\$3,000.00
Toilet	\$6,000.00
Bedding	\$120.00
Flash Light	\$30.00

Assurance of lowest price charged to any government entity including the GIRQA. DoD shall pay for equipment and services at prices specified in Annex B. If the MoI gives any discount to any governmental entity including the GIRQA or any other foreign government, then DoD shall receive the same discount. In any event, DoD shall not pay a higher price than any other governmental entity.

ANNEX C**Rules for the Use of Force (RUF) for APPF Guards Under Task Orders Per USA-Afghanistan-02**

⁴ For all "Optional Items," the Parties' Representatives shall first assess the requirements of the APPF to fill a particular Order, taking into account existing structures and resources ("customer provided") at the location where the LSSS is to be provided. The Parties' Representatives shall jointly agree in advance in writing regarding what, if any, optional items will be added to an Order, and added to the price of the order. Those requirements shall be written into the Order. The price for structures listed in the Price Schedule above, includes the cost to deliver (except for special/remote requirements), erect, maintain, and remove such structures.

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1. **APPF personnel are not combatants.** APPF personnel may not engage in offensive operations with Coalition Forces. No person or force is declared hostile for the purpose of these RUF. APPF personnel always retain the ability to exercise self-defense against hostile acts or demonstrated hostile intent.
2. **Cooperation.** APPF personnel must cooperate with Coalition and Afghan National Security Forces (ANSF) and comply with theater force protection policies. APPF personnel must not avoid or run through Coalition or ANSF checkpoints. If authorized to carry weapons, APPF personnel must not aim them at Coalition forces or ANSF.
3. **Use of Deadly Force.** Deadly force is that force, which one reasonably believes will cause death or serious bodily harm. Deadly force is to be used only when all lesser means have failed or cannot reasonably be employed. APPF personnel may use necessary force, up to and including deadly force, against persons in the following circumstances:
 - In self-defense.
 - In defense of facilities, persons, and Coalition-approved property as specified in the APPF task order.
 - To prevent life-threatening offenses against civilians.
4. **Graduated Force.** APPF personnel shall use the minimum amount of force necessary. The following are some techniques that can be used, if their use will not unnecessarily endanger APPF personnel or others:
 - SHOUT: oral warnings to halt.
 - SHOW: weapon and demonstrate intent to use it.
 - SHOOT: to remove the threat only where necessary.
5. **If APPF personnel must fire weapons, they must:**
 - Fire only aimed shots.
 - Fire with due regard for the safety of innocent bystanders.
 - Immediately report the incident and request assistance.
6. **Civilians.** APPF personnel must treat civilians with dignity and respect, including the following:
 - Make every effort to avoid civilian casualties.
 - APPF personnel may stop, detain, search, and disarm civilian persons if required for safety or if specified in the task order.
 - Civilians shall be treated humanely.
 - Detained civilians shall be turned over to the Coalition forces or the ANP as soon as possible.
7. **Weapons.** Possession and use of weapons must be authorized by the Ministry of Interior and must be specified in the APPF task order for the applicable APPF duty location.
 - APPF personnel must maintain current weapons qualifications.
 - APPF personnel may possess and use only weapons and ammunition for which they are qualified.
 - APPF personnel must follow Coalition weapons condition rules for loading/clearing weapons.
 - APPF personnel must carry proof of weapons authorization.

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ANNEX D – DEFINITIONS

Afghan Public Protection Force (APPF): A GIRoA security service provider intended to protect people, infrastructure, facilities, and construction projects. The APPF is organized as a state-owned enterprise and does not have a police mandate to investigate crime or arrest suspects.

APPF Guard: Any person assigned or employed by the APPF to provide security services under this Agreement, who does not hold the position of APPF Officer, Non-Commissioned Officer, Guard Manager, or Guard Supervisor.

APPF Guard Manager: A Guard who holds the position of manager within the APPF, and who is the senior ranking APPF Guard assigned to the Order. The Guard Manager shall be a Guard in charge of all APPF Guards (including Guard Supervisors) assigned to the Order. The Guard Manager is responsible for providing direction to APPF Guard Supervisors and Guards.

APPF Guard Supervisor: A Guard who holds the position of supervisor within the APPF, and is responsible for providing direction to APPF Guards.

APPF Non-Commissioned Officer: A Guard who holds the rank of Non-Commissioned Officer within the APPF, and who is responsible for providing direction to APPF Guard Managers, Guard Supervisors, and Guards. For purposes of this Agreement, Non-Commissioned Officers only refer to APPF Non-Commissioned Officers.

APPF Officer: A Guard who holds the rank of Officer within the APPF, and who is responsible for providing direction to APPF Non-Commissioned Officers, Managers, Supervisors, and Guards. For purposes of this Agreement, Officers only refer to APPF Officers.

APPF Officer-in-Charge: A Guard who holds the rank of Officer, Non-Commissioned Officer, Manager, or Supervisor, and who is also the senior ranking APPF Officer assigned to the Order. The Officer-in-Charge shall be in charge of all APPF Guards assigned under the Order. He or she shall report to the local DoD commander and the local DoD commander's POC with respect to performance.

APPF Personnel: Any employee of the APPF, including APPF Guards, Guard Supervisors, Guard Managers, Non-Commissioned Officers, Officers, Officers-in-Charge, interpreters, and APPF Headquarters personnel.

Department of Defense (DoD): U.S. Department of Defense.

DoD Contractor Personnel: Persons or employees of legal entities who are supplying goods and services in Afghanistan to or on behalf of the Department of Defense under a contract or subcontract with or in support of the Department of Defense.

DoD Personnel: U.S forces personnel and DoD civilian employees.

DoD Representative: Member of DoD personnel appointed in writing by the Deputy Commanding General for Support, U.S. Forces-Afghanistan (USFOR-A), who shall place DoD Orders and communicate with the MoI Representative regarding Orders.

Local DoD Commander: The DoD Commander at the local installation or entity that sets requirements for a particular Order.

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Local DoD Commander's POC: The local DoD Commander's designated member of the DoD personnel who shall liaison with the APPF personnel filling the local DoD Commander's Order.

Logistic support, supplies, and services (LSSS): Perimeter security at facilities where DoD personnel and DoD contractor personnel are located and mobile security for DoD personnel and, as appropriate, DoD contractor personnel.

Ministry of Interior (MoI): The GIRoA's Ministry of Interior

Mobile security: Security services to ensure the safe passage of DoD personnel and DoD contractor personnel along a designated route. May include (1) a point-to-point embedded armed escort from a secured location to a secured location for small movements of personnel; (2) security and movement tracking for large groups of vehicles; (3) provision of traffic control points to facilitate the safe passage of large vehicle movements; (4) provision of first responder medical capability for all movements; (5) provision of stay-behind security for disabled vehicles until recovery is arranged; and (6) hasty demining, identification of obstacle bypass routes, and clearing possible ambush sites.

MoI Representative: The MoI personnel appointed in writing by the Deputy Minister of Interior for the APPF who will accept DoD Orders and communicate with the DoD Representative regarding Orders.

Perimeter security: Fixed site security or static security that involves the fixed and non-mobile provision of security personnel and/or equipment at static locations. Perimeter security may include:

- Access control to locations with a physical perimeter
- Access control to individual buildings and facilities
- Screening vehicles entering a general facilities area
- Visual undercarriage vehicle inspections for vehicles entering facilities/areas
- Manning guard posts and towers, including roving patrols inside perimeters
- Manning guard posts outside the perimeter/within the exterior area of interest
- Manning for an operations center, including communications, local trackers
- Quick Reaction Force (QRF)
- Guard supervisors who check posts and enforce standards
- Localized patrolling intended to complement fixed site security